



STATE PROCUREMENT OFFICE
NOTICE & REQUEST FOR SOLE SOURCE

'12 FEB 15 P1:53

STATE PROCUREMENT OFFICE
STATE OF HAWAII

TO: Chief Procurement Officer
FROM: Health/State Laboratories/EHASB
Name of Requesting Department

Pursuant to HRS §103D-306, and Subchapter 9, HAR Chapter 3-122, the Department requests sole source approval to purchase the following:

<p>1. Describe the goods, services, or construction to be procured. Maintenance contract for four (4) PerkinElmer Atomic Absorption Spectrometers (AAS) and an Inductively Coupled Plasma-Mass Spectrometer (ICP-MS). Duration: 12/01/2011-11/30/2012 Breakdown in cost: 5100ZL Flame & Graphite Furnace AAS \$16,460.73 4110ZL Graphite Furnace AAS \$11,974.86 Elan 6100 ICP-MS \$25,028.35 Duration: 07/30/2012 -11/30/2012 AANALYST400 AAS \$1,752.70 AANALYST600 AAS \$3,175.98</p>	
<p>2. Vendor/Contractor Name: PerkinElmer Health Sciences, Inc.</p>	<p>3. Amount of Request: \$ 58,392.62</p>
<p>4. Term of contract (shall not exceed 12 months), if applicable: From: <u>2/15/12 dtk 3-15/12</u> <u>12/1/2011</u> To: 11/30/2012</p>	<p>5. Prior Sole Source Ref No.: 10-012-D</p>
<p>6. Features: Describe in detail the unique features, characteristics, or capabilities of the goods, services or construction. PerkinElmer will provide factory trained service engineers and manufacturer parts which cannot be obtained elsewhere.</p>	
<p>7. Essential features: Describe in detail how the unique features, characteristics, or capabilities of the goods, services, or construction are essential for the department to accomplish its work. These instruments are essential for chemical testing therefore, prompt repairs are imperative. Since these instruments are extremely sophisticated, factory trained personnel are needed.</p>	
<p>8. Describe the efforts and results in determining that this is the only vendor/contractor who can provide the goods, services or construction. PerkinElmer is the sole source for parts, labor and technical service for all instrumentation manufactured by PerkinElmer.</p>	

9. Alternate source. Describe the other possible sources for the goods, services, or construction that were investigated but did not meet the department's needs.

Technical Services, Varian and Thermo all did/could not provide servicing.

10. Identify the primary individual(s) who is knowledgeable about this request, who will conduct and manage this process, and has 1) appropriate written delegated procurement authority; and 2) completed mandatory training.

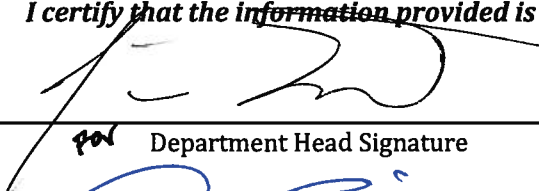
(Type over "example" and delete cells not used.)

Name of Department Personnel	Division/Agency	Phone Number	e-mail address
Wanda Chang	Lab/EHASB	453-6683	wanda.chang@doh.hawaii.gov

Department shall ensure adherence to applicable administrative and statutory requirements, including HAR Chapter 3-122, Subchapter 15, Cost or Price Data if required.

All requirements/approvals and internal controls for this expenditure is the responsibility of the department.

I certify that the information provided is to the best of my knowledge, true and correct.



Department Head Signature



Date

For Chief Procurement Officer Use Only

11. Date Notice Posted:

2-15-12

Submit written objection to this notice to issue a sole source contract within seven calendar days or as otherwise allowed from date notice posted to:

Chief Procurement Officer
State of Hawaii
P.O. Box 119
Honolulu, HI 96810-0119

12. Chief Procurement Officer (CPO) Comments:

This approval is for the solicitation process only, HRS section 103D-310(c) and HAR section 3-122-112, shall apply (i.e. vendor is required to be compliant on the Hawaii Compliance Express) and award is required to be posted on the Awards Reporting System.

If there are any questions, please contact Donn Tsuruda-Kashiwabara at 586-0565 or donna.tsuruda-kashiwabara@hawaii.gov.

☒ Approved

☐ Disapproved

☐ No Action Required

Adams. J. J.
Chief Procurement Officer Signature

3/15/2012
Date



PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA
TEL: (800) 762-4000 FAX: (203) 944-4914

ONESOURCE LABORATORY SERVICES

Quotation Number
40438284

Quotation Date
07/19/2011

Your Prior Agreement
35300501

Quote Expiration Date
12/01/2011

Customer Contact

Your Prior PO Number
00026562

Telephone Number
808-453-6679

Fax Number

QUOTATION - REPAIR COVERAGE PLAN.

Site Address:

ELSIE CHUN
STATE OF HAWAII
DEPT OF HEALTH
2725 WAIMANO HOME RD
PEARL CITY HI 96782
USA

Invoicing Address (if different)

STATE OF HAWAII
CHEMISTRY
ATTN: JOANNA
2725 WAIMANO HOME RD
PEARL CITY HI 96782
USA

Site Number
100008040

Customer Number
4000767

Payment Terms		Coverage Period		Billing Plan	Page Number
Due Upon Receipt		12/01/2011 to 11/30/2012		Yearly	1 of 5
Line	Quantity	Model	Description	List Price	Net Price
20	1	AS71	FURNACE AUTOSAMPLER 12/01/2011 to 11/30/2012 Serial Number (6335) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	1,548.00	1,548.00
30	1	AS72	FURNACE AUTOSAMPLER 12/01/2011 to 11/30/2012 Serial Number (1161) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	1,548.00	1,548.00
110	1	EDLSYSTEM2	VOLTAGE MODULE 12/01/2011 to 11/30/2012 Serial Number (455542) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	696.00	696.00
150	1	HGACOOINGSYSTEM	FURNACE CHILLER 12/01/2011 to 11/30/2012 Serial Number (3831) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	324.00	324.00
160	1	HGACOOINGSYSTEM	FURNACE CHILLER 12/01/2011 to 11/30/2012 Serial Number (5299) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	324.00	324.00
200	1	4110ZL	AA INSTRUMENT 12/01/2011 to 11/30/2012 Serial Number (7005) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	8,868.00	8,868.00
240	1	5100PC	AA INSTRUMENT 12/01/2011 to 11/30/2012 Serial Number (147797) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	6,780.00	6,780.00
250	1	5100ZLFURNACEMODUL	AA ACCY 12/01/2011 to 11/30/2012 Serial Number (8195) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	5,676.00	5,676.00

SS 12-0470



**ONESOURCE LABORATORY
SERVICES**

PerkinElmer®

For the Better

PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA
TEL: (800) 762-4000 FAX: (203) 944-4914

Quotation Number
40438284

Quotation Date
07/19/2011

Your Prior Agreement
35300501

Quote Expiration Date
12/01/2011

Customer Contact

Your Prior PO Number
00026562

Telephone Number
808-453-6679

Fax Number

QUOTATION - REPAIR COVERAGE PLAN.

Site Address:

ELSIE CHUN
STATE OF HAWAII
DEPT OF HEALTH
2725 WAIMANO HOME RD
PEARL CITY HI 96782
USA

Invoicing Address (if different)

STATE OF HAWAII
CHEMISTRY
ATTN: JOANNA
2725 WAIMANO HOME RD
PEARL CITY HI 96782
USA

Site Number
100008040

Customer Number
4000767

Payment Terms			Coverage Period	Billing Plan	Page Number
Due Upon Receipt			12/01/2011 to 11/30/2012	Yearly	2 of 5
Line	Quantity	Model	Description	List Price	Net Price
260	1	AASOFTWARE	AA SOFTWARE 12/01/2011 to 11/30/2012 Serial Number (147797) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	696.00	696.00
280	1	AASOFTWARE	AA SOFTWARE 12/01/2011 to 11/30/2012 Serial Number (7005) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	696.00	696.00
290	1	ELAN6100	MASS SPECTROMETER 12/01/2011 to 11/30/2012 Serial Number (G1980008) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	20,808.00	20,808.00
300	1	MASSOFTWARE	MAS SOFTWARE 12/01/2011 to 11/30/2012 Serial Number (G1980008) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	734.40	734.40
310	1	AS93PLUS	AS93PLUS 12/01/2011 to 11/30/2012 Serial Number (1236) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	1,536.00	1,536.00
320	1	NESLABCHILLER	COOLING SYSTEM 12/01/2011 to 11/30/2012 Serial Number (100231075) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	823.68	823.68
330	1	AANALYST400	AA INSTRUMENT-prorated to begin 7/30/12 07/30/2012 to 11/30/2012 Serial Number (201S11050103) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	1,673.83	1,673.83
340	1	AANALYST600	AA INSTRUMENT-prorated to begin 7/30/12 07/30/2012 to 11/30/2012 Serial Number (601S11040201) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	2,496.63	2,496.63

9512-0471



ONESOURCE LABORATORY
SERVICES

PerkinElmer®
For the Better

PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA
TEL: (800) 762-4000 FAX: (203) 944-4914

Quotation Number
40438284

Quotation Date
07/19/2011

Your Prior Agreement
35300501

Quote Expiration Date
12/01/2011

Customer Contact

Your Prior PO Number
00026562

Telephone Number
808-453-6679

Fax Number

QUOTATION - REPAIR COVERAGE PLAN.

Site Address:

ELSIE CHUN
STATE OF HAWAII
DEPT OF HEALTH
2725 WAIMANO HOME RD
PEARL CITY HI 96782
USA

Invoicing Address (if different)

STATE OF HAWAII
CHEMISTRY
ATTN: JOANNA
2725 WAIMANO HOME RD
PEARL CITY HI 96782
USA

Site Number
100008040

Customer Number
4000767

Payment Terms
Due Upon Receipt

Coverage Period
12/01/2011 to 11/30/2012

Billing Plan
Yearly

Page Number
3 of 5

Line	Quantity	Model	Description	List Price	Net Price
350	1	AS800	FURNACE AUTOSAMPLER-new add-on-7/30/12 07/30/2012 to 11/30/2012 Serial Number (801SB041203) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	423.50	423.50
360	1	FURNACECOOLINGSYST	CHILLER-new add-on-7/30/12 07/30/2012 to 11/30/2012 Serial Number (319S11031601) Repair Coverage Plan (Parts, Labor, Travel & Phone Support)	112.93	112.93

*****NOTE*****

Per Elsie Chun email dated 9/26/11. Add-on to this renewal 2 new off warranty instruments.
AA400-201S11050103
AA600-601S11040201
Both end off warranty as of 7/29/12. SM-9/27/11

Gross Price

55,764.97

Net Price

55,764.97

Note: taxes will be applied to your invoice if applicable

SS12-047D

PerkinElmer Health Sciences, Inc. - Service Agreement Terms and Conditions

1. **TERMS OF AGREEMENT:** These Service Agreement Terms and Conditions shall govern all orders for and purchases from PerkinElmer of services under a PerkinElmer Service Plan ("Services") and shall prevail over any pre-printed, standard or other terms set forth in Buyer's purchase order or any other document not signed by an authorized representative of PerkinElmer, which are hereby rejected and shall be void. Buyer's submission of a purchase order or other instrument regarding the purchase of Services in response to PerkinElmer's quotation or any other PerkinElmer document that includes or incorporates these terms shall be deemed acceptance of these terms to the exclusion of any other terms and conditions appearing in or referenced in such purchase order or other instrument.
2. **REASONABLE EFFORTS:** PerkinElmer will use reasonable efforts under the circumstances to provide Services as quickly as possible. The Services will be scheduled at a time mutually agreed upon by PerkinElmer and the Buyer. Parts and components replaced or otherwise utilized in the repair of the instrument may be either new or refurbished at the discretion of PerkinElmer.
3. **TERM; TERMINATION:** PerkinElmer may accept or reject at its discretion a purchase order for Services. Unless otherwise expressly stated by PerkinElmer in writing or under the terms of the purchased Service Plan, the initial term of a Service Plan and this Agreement is one year, commencing on the date designated by PerkinElmer in its quotation or otherwise specified to Buyer. A Service Plan may be terminated by either party upon at least thirty (30) days written notice to the other party. If Buyer is past due with respect to any invoices related to any account with PerkinElmer, PerkinElmer may, upon written notice to Buyer: suspend Services, demand payment for the balance due under this Agreement, and/or terminate this Agreement. In connection with a termination for convenience by either party, PerkinElmer shall refund Buyer any payments made by Buyer for Services beyond the effective date of termination, subject to a 15% cancellation charge on the total value of the underlying Service Plan.
4. **PAYMENT:** Payment is due by Buyer upon receipt of invoice. Unless installment payment terms are agreed in writing by PerkinElmer and Supplier, Buyer shall deliver payment in full to the address set forth in PerkinElmer's invoice. Invoices not paid timely are subject to the lesser of fifteen percent (15%) per annum or the maximum prevailing legal interest rate, calculated from date of delinquency through the date payment is made in full. If PerkinElmer retains a collection agency and/or attorney to collect unpaid amounts, PerkinElmer may invoice Buyer for, and Buyer shall pay, all costs of collection including, without limitation, reasonable attorneys' fees.
5. **WARRANTY; LIMITATION OF LIABILITY:** PerkinElmer warrants that it will provide Services at least in accordance with generally accepted standards prevailing in the instrument repair industry, at the time and place performed. Warranty claims must be made within 90 days after Services are performed. **PERKINELMER MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. PERKINELMER'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS REPERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME OR RETURN OF THE FEE PAID FOR THE DEFECTIVE SERVICES, AT PERKINELMER'S OPTION. THESE ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL PERKINELMER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE, EVEN IF PERKINELMER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, PERKINELMER'S LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE SHALL NOT EXCEED, AND BUYER'S EXCLUSIVE REMEDY IN ANY EVENT SHALL BE LIMITED TO, THE AMOUNT ACTUALLY PAID BY BUYER FOR THE UNDERLYING SERVICE PLAN.**
6. **EXCLUSIONS:** Service Plans do not include software or firmware upgrades, except where specifically included in PerkinElmer's quotation, and do not include replacement of parts, costs or repairs for defects or damages arising from or in connection with (a) abuse, misuse, mishandling, improper or inadequate maintenance, or failure to operate equipment in accordance with applicable specifications or instructions; (b) causes beyond PerkinElmer's reasonable control, including, without limitation, acts of God, power surges or failure, failure or interruption in communication lines, or corrosive Buyer samples; (c) installation of software or interfacing, or use in combination with software or products, not supplied or authorized by PerkinElmer; or (d) electrical work, transportation, modification, relocation, deinstallation, reinstallation, repair or service, performed by Buyer or by persons other than PerkinElmer authorized personnel. Further, parts in contact with any liquid, including but not limited to, seals, filters, gaskets, valves, syringes, tubing, tips, etc., are considered wetted and shall be deemed user replaceable and not covered by any Service Plan, unless otherwise stated in PerkinElmer's quotation.
7. **CONSUMABLES:** The cost of consumables supplied by PerkinElmer in performing the Services are the responsibility of Buyer unless otherwise stated in PerkinElmer's quotation. Consumables include PerkinElmer's usual and customary parts, supplies and other items which are expendable by their nature or intended use, and those which are listed in the applicable instrument user's manual.
8. **INSTRUMENT RECERTIFICATION:** PerkinElmer may require instrument recertification on a time and materials basis as a condition to performing Services if an instrument has not been under warranty or a service plan immediately prior to the time of Services.
9. **TRAINING; INSTRUMENT RELOCATION:** Service Plans do not include Buyer training or services related to the relocation of instruments unless otherwise specifically stated in writing by PerkinElmer in any particular case.
10. **ASSIGNMENT; GOVERNING LAW:** Neither this Agreement nor any Service Plan is assignable or otherwise transferable by Buyer. These Service Agreement Terms and Conditions and any underlying Service Plans shall be governed by the laws of the Commonwealth of Massachusetts, exclusive of its conflicts of laws rules, and all disputes shall be subject to the exclusive jurisdiction of the courts therein.
11. **AMENDMENT; ENTIRE AGREEMENT:** No amendment or modification of these terms shall be binding unless in writing and signed by an authorized representative of both PerkinElmer and Buyer. These Service Agreement Terms and Conditions, together with PerkinElmer's quotation regarding the Service Plan(s) or other services subject to these terms and conditions, and PerkinElmer's description of the Services provided under the Service Plan purchased by Buyer, represents the entire agreement between the parties with respect to the subject matter herein.



ONESOURCE LABORATORY
SERVICES

PerkinElmer

For the Better

PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA
TEL: (800) 762-4000 FAX: (203) 944-4914

Quotation Number
40438284

Quotation Date
07/19/2011

Your Prior Agreement
35300501

Quote Expiration Date
12/01/2011

Customer Contact

Your Prior PO Number
00026562

Telephone Number
808-453-6679

Fax Number

QUOTATION - REPAIR COVERAGE PLAN.

Site Address:

ELSIE CHUN
STATE OF HAWAII
DEPT OF HEALTH
2725 WAIMANO HOME RD
PEARL CITY HI 96782
USA

Invoicing Address (if different)

STATE OF HAWAII
CHEMISTRY
ATTN: JOANNA
2725 WAIMANO HOME RD
PEARL CITY HI 96782
USA

Site Number
100008040

Customer Number
4000767

Payment Terms
Due Upon Receipt

Coverage Period
12/01/2011 to 11/30/2012

Billing Plan
Yearly

Page Number
4 of 5

Billing Plan

Planned Invoice date(s)	Invoice Amount(\$)
12/01/2011	55,764.97
Total billed	55,764.97

Customers can also elect to pay either monthly, quarterly, semi-annual or in arrears over the entire coverage period, however an administrative surcharge will be applied to each invoice.

PerkinElmer Contact information

Quoted by: Skip Meehan
Telephone: 203 402 5214
Fax Number: 203 944 4983
Email: Lawrence.Meehan@perkinelmer.com
Zone: Zone 6
Region: W Coast North Svcx
Location: USHI01

SS12-0470



ONESOURCE LABORATORY
SERVICES

PerkinElmer

For the Better

PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA
TEL: (800) 762-4000 FAX: (203) 944-4914

Quotation Number
40438284

Quotation Date
07/19/2011

Your Prior Agreement
35300501

Quote Expiration Date
12/01/2011

Customer Contact

Your Prior PO Number
00026562

Telephone Number
808-453-6679

Fax Number

QUOTATION - REPAIR COVERAGE PLAN.

Site Address:

ELSIE CHUN
STATE OF HAWAII
DEPT OF HEALTH
2725 WAIMANO HOME RD
PEARL CITY HI 96782
USA

Invoicing Address (if different)

STATE OF HAWAII
CHEMISTRY
ATTN: JOANNA
2725 WAIMANO HOME RD
PEARL CITY HI 96782
USA

Site Number
100008040

Customer Number
4000767

Payment Terms
Due Upon Receipt

Coverage Period
12/01/2011 to 11/30/2012

Billing Plan
Yearly

Page Number
5 of 5

Additional Notes:

1. This quotation is subject to the terms and conditions attached and is valid until the expiration date shown above.
2. Customer is responsible for applicable taxes, including sale, use and/or excise tax unless otherwise noted above.
3. If Preventative Maintenance is covered under your agreement, please indicate any special date requirements below.

PM#1 _____ PM#2 _____

If any information presented on the document is incorrect e.g Billing address, serial numbers, please indicate the required changes below:

PLEASE SIGN THIS MAINTENANCE AGREEMENT QUOTATION AND RETURN ORIGINAL COPY ALONG WITH YOUR PURCHASE ORDER TO:

By Mail:

PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
Mail Stop 75
Shelton, CT 06484-4794

By Fax: 203 944 4983

OR

By E-mail: Lawrence.Meehan@perkinelmer.com

YOUR SIGNATURE BELOW CONFIRMS THAT YOU HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND THAT THE INFORMATION INCLUDED THEREIN IS CORRECT TO THE BEST OF YOUR KNOWLEDGE.

IN ORDER TO AVOID A LAPSE IN SERVICE COVERAGE, PLEASE FORWARD A PURCHASE ORDER PRIOR TO THE EFFECTIVE START DATE OF THE CONTRACT.

Accepted By:

Signature of Authorized Individual

Date

Print Name and Title

Date

Customer Purchase Order Number

Date

PerkinElmer Representative

Date

SS 12-0470



PerkinElmer Health
Sciences Inc.

710 Bridgeport Ave.

Shelton, CT 06484

Phone: (203) 402 5214

Fax: (203) 944 4983

www.perkinelmer.com

September 29th, 2011

Elsie Chun

State of Hawaii
Dept of Health
2725 Waimano Home Road
Pearl City, HI 96782
Telephone: (808) 453-6679
Fax: (808) 453-6685
Email: elsie.chun@doh.hawaii.gov

Dear Elsie,

As per your request, please consider this letter as verification that Perkin Elmer is the *sole source* for parts, labor, and technical service for all instrumentation manufactured by Perkin-Elmer in particular AA & ICP-MS product lines located at the State of Hawaii, Dept of Health. In addition, *we do not authorize any other party to service our instruments.* Our Customer Support Engineers are Perkin Elmer trained and considered experts in their field. They are all certified and their training requirements are very stringent. Training is done on a regular basis in Shelton, CT training facilities as well as required routine refresher courses. We realize that the financial aspects of Maintenance Plans are very important, however, we would like to remind you of the other benefits associated with having the Maintenance Plan:

- ♦ Priority response to your service requests
- ♦ Fixed charge enables budget planning
- ♦ Unlimited service calls
- ♦ Discounts on application and training offerings
- ♦ Factory authorized replacement parts

Should you need anything else, please don't hesitate to call me.

Sincerely,

Skip Meehan

Senior Service Contract Administrator

SS12-047D